

EXHIBIT B

DE LAGE LANDEN

MASTER LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Master Lease Agreement ("Agreement") has been written in "Plain English". The words you and your are used in this Agreement to mean the Lessee identified below. The words we, us and our are used in this Agreement to mean the Lessor, which is DE LAGE LANDEN FINANCIAL SERVICES, INC. and any of its affiliates, subsidiaries, successors or assigns. Our address is 1111 Old Eagle School Road, Wayne, PA 19087.

LESSEE INFORMATION

Master Lease Agreement Number: 215

Lessee Name: Shapas, L.L.C.
Street Address: 9000 River Road
City/State/Zip: Delair, NJ 08110

INSURANCE & TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Agreement, any Master Lease Schedule to this Agreement or the Equipment. (See Sections 4 and 6 of this Agreement.)

TERMS AND CONDITIONS

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease from us and we agree to lease to you the equipment and other items (collectively "Equipment") described in any Master Lease Schedule to this Agreement. The general terms and conditions of this Agreement will be incorporated by reference into each such Master Lease Schedule. Each Master Lease Schedule to this Agreement shall hereinafter be referred to as a "Lease". Each Lease shall constitute a separate lease agreement incorporating all the terms and conditions of this Agreement. If there is a conflict between this Agreement and a Lease, the provisions of the Lease shall govern. You will arrange, at your sole cost and expense, for the delivery of the Equipment to you at the Equipment location specified in the Lease. If, for any reason, the Supplier (as defined in Section 3) and/or the manufacturer of the Equipment fails to deliver, or delays the delivery of the Equipment or if, for any reason the Equipment is unsatisfactory, you agree that we are not liable for, and you shall not make any claim against us for, damages or for specific performance of this Agreement and/or any Lease. When the Equipment is delivered to you, you agree to inspect it to determine if it is in good working order. The Initial term of each Lease ("Initial Term") will begin on the date when the Equipment is irrevocably accepted by you. The Equipment will be irrevocably accepted by you upon: a) the delivery to us of a signed Certificate of Delivery and Acceptance (if requested by us); or b) 10 days after delivery of the Equipment to you if previously we have not received written notice from you of your non-acceptance. The Initial Term shall continue for the period specified in each Lease. Any renewal term ("Renewal Term") shall begin at the expiration, as applicable, of the Initial Term or any preceding Renewal Term (the Initial Term and any Renewal Terms shall collectively be referred to as the "Term"). You agree to pay any advance Rental Payments as set forth in each Lease when the Equipment is accepted by you and remaining Rental Payments on the first day of each successive month thereafter or as otherwise directed by us through the expiration of the Term. You will make all payments required under each Lease to us at such address as we may specify in writing. If any Rental Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to 5% of each late payment (or such lesser amount as is the maximum amount allowable under applicable law). YOUR OBLIGATION TO PAY SUCH RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE, OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER.

2. WARRANTY MATTERS. We transfer to you for the Term any warranties made by the manufacturer or the Supplier under any purchase or supply contract ("Supply Contract"). We are leasing the Equipment to you "AS-IS" and you agree that we are not responsible for the performance, maintenance or servicing of the Equipment. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE

NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY LOSS, DAMAGE OR INJURY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, ANY INADEQUACY, DEFICIENCY OR DEFECT OF OR RELATED TO THE EQUIPMENT, OR BY ANY INCIDENT WHATSOEVER IN CONNECTION WITH THE EQUIPMENT, ARISING IN STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY LEASE. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. WE MAKE NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT AND/OR ANY LEASE FOR TAX OR ACCOUNTING PURPOSES.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location specified in the Lease. You may not move the Equipment without our prior written consent, which we will not unreasonably withhold. At your own expense, you will keep, use and maintain the Equipment as required by applicable insurance policies, all applicable laws and regulations and all applicable Supplier and manufacturer requirements and instructions. You will keep the Equipment in as good operating condition as when it was delivered to you, ordinary wear and tear resulting from proper use only excepted, and will provide all maintenance and service and make all repairs or replacements reasonably necessary for such purpose. In the event the Rental Payments include the cost of maintenance and/or service being provided by the Supplier and/or manufacturer, you agree that we are not responsible for providing any such maintenance and/or service. You will make all claims for maintenance and/or service directly to the Supplier and/or manufacturer and your obligation to make all required Rental Payments will remain unconditional. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless otherwise stated, you must give us written notice at least 60 days prior to the expiration of the Term of your intent to return the Equipment at the end of the Term. Provided you have given such notice, you will immediately, at the end of the Term, deliver the Equipment in the condition required under this Agreement and/or any Lease to the supplier stated on the Lease ("Supplier") or to any other location specified by us. If we reasonably determine that the Equipment, once it is returned, is not in the condition required above, we may repair, service, upgrade, modify or overhaul the Equipment to achieve such condition and, upon demand, you will reimburse us for all of our reasonable expenses to do so. You will pay all expenses of shipping, and you will insure the Equipment for its full replacement value during shipping. If you fail to notify us, or having notified us, fail to return the Equipment in accordance with the terms and conditions of this Agreement and/or the Lease, the Lease will

automatically renew for consecutive 60 day periods and you agree to continue to make Rental Payments equal to the monthly Rental Payment in the Initial Term or the last Renewal Term as applicable, until you give us notice and deliver the Equipment to us as provided above.

4. TAXES AND FEES. You will comply with all laws, regulations and orders relating to the Equipment, this Agreement or any Lease. You will be responsible for as and when due and shall indemnify and hold us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above. (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Rental Payments or receipts with respect to this Agreement or any Lease. If you do not pay any of the Taxes, we have the right, but not the obligation, to pay them on your behalf. You will not, however, be obligated to pay any taxes on or measured by our net income. You authorize us to add to the amount of each Rental Payment any Taxes that may be imposed on or measured by such Rental Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law. You will pay to us on demand, as an additional Rental Payment, the amount of the personal property tax we are required to pay. You agree to reimburse us with the next Rental Payment for any Taxes we pay plus our reasonable costs incurred in collecting and remitting them to the proper authorities. If you do not pay this reimbursement with the next Rental Payment you agree to pay us interest on those amounts at the highest legal rate allowed from the due date until paid in full.

5. LOSS OR DAMAGE. As between you and us, you assume and shall be responsible for the entire risk of loss, theft or destruction of, or damage to the Equipment from any and every cause whatsoever (collectively, the "Loss"), whether or not insured, until the Equipment is returned to us at the end of the Term. You are required to make all Rental Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at your sole cost and expense and during the entire Term (a) property insurance against all risk of loss, theft, or destruction of or damage to the Equipment from every cause whatsoever for the Equipment's full replacement value, naming us and our successors and assigns as sole loss payee, and (b) comprehensive public liability and third party property insurance covering any liability resulting from the purchase, ownership, leasing, maintenance, use, operation or return of the Equipment, naming us and our successors and assigns as an additional insured. You will give us insurance certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. You hereby appoint us as your attorney-in-fact (which power is coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for all or any portion of the Term from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance and our fees for our services in placing and maintaining such insurance (collectively, "insurance Charge") to the amounts due from you under the Lease. You will pay the insurance Charge in equal installments allocated to the remaining Rental Payments or as directed by us. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement or any Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

7. TITLE; UCC FILINGS. We are the owner of and will hold title to the Equipment. You will keep, and at your sole expense promptly take all actions necessary to keep, the Equipment free of all liens and encumbrances. Although the Equipment may become attached to real estate, it is and will remain personal property. If we feel it is necessary, you agree to provide us with waivers of interest or liens from anyone claiming any interest in the real estate on which any item of Equipment is located. You agree that this transaction is intended to be a true lease, and the filing of a financing statement under the Uniform Commercial Code

("UCC") or other applicable law shall not be construed as evidence that any security interest was intended to be created, but only to give public notice of our ownership of the Equipment. If this Agreement or any Lease is determined at any time to be one intended as security, you grant to us a security interest in the Equipment and all proceeds from the sale, lease or other disposition of the Equipment. You appoint us or our designee as your attorney-in-fact to sign and file financing statements covering the Equipment on your behalf where permitted by the UCC or other applicable law, and to do all other things necessary to protect our title and interest in the Equipment. You agree we can file a copy of this Agreement or any Lease as a financing statement under the UCC or other applicable law.

8. DEFAULT. Each of the following shall constitute an "Event of Default" under this Agreement and all Leases: (a) you fail to pay any Rental Payment, or any other payment, as it becomes due and such failure is not cured within 10 days of such due date; (b) you do not perform any of your other obligations under this Agreement, any Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of the same; (c) any representation or warranty made by you proves to be incorrect in any material respect when made; (d) you become insolvent or are generally unable to pay your debts when due, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or seek appointment of a receiver, custodian or other similar official for you or for your assets, or you commence or have commenced against you any action for relief under any bankruptcy, insolvency or reorganization laws; (e) any guarantor of your obligations under this Agreement and/or any Lease dies, does not perform its obligations under a guaranty, or becomes subject to one of the events listed in clause (d) above; or (f) any letter of credit required under this Agreement and/or any Lease is breached, canceled, terminated or not renewed.

9. REMEDIES. Upon the occurrence of an Event of Default, we may do one or more of the following: (a) we may cancel or terminate this Agreement and any or all Leases and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may declare the entire unpaid balance of Rental Payments for the unexpired term of any or all of the Leases immediately due and payable without notice or demand and require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Rental Payments for the remainder of the applicable Term plus the present value of our reasonably anticipated residual interest in the Equipment which we have predetermined, each discounted at 6% per year, compounded monthly, plus (ii) all other amounts due or that become due under the Lease; (c) we may require you to return the Equipment to us as set forth in Section 3; (d) we or our agent may enter upon the premises peaceably with or without legal process where the Equipment is located and repossess or disable the Equipment and you waive and will not make any claims against us for damages or trespass or any other reason; (e) we may charge you interest on all monies due to us at the rate of eighteen percent (18%) per annum from the date of default until paid but in no event more than the maximum rate permitted by law; and (f) we may exercise any other right or remedy available at law or in equity. You are also required to pay all of our costs of enforcing our rights and remedies against you including, without limitation, reasonable attorneys' fees. If we take possession of the Equipment, we may sell, rent or otherwise dispose of it with or without notice, at a public or private sale, on your premises or elsewhere and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. These remedies are cumulative of every other right or remedy under this Agreement and/or any Lease or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement or any Lease. A waiver of a default shall not be a waiver of any other or subsequent default. Our recovery hereunder will in no event exceed the maximum recovery permitted by law.

10. FINANCE LEASE STATUS. You agree and we agree that each Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code. You acknowledge and agree that either: (a) you have reviewed, approved, and received, a copy of the Supply Contract prior to execution of any Lease or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS AND REMEDIES SET FORTH IN SECTIONS 508 THROUGH 522 OF ARTICLE 2A) CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.**

11. ASSIGNMENT. YOU MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER NOR WILL YOU SUBLEASE OR LEND THE EQUIPMENT OR SUBMIT IT TO BE USED BY ANYONE OTHER THAN YOUR EMPLOYEE'S WITHOUT OUR PRIOR WRITTEN CONSENT; provided, however, that you may sublease the Equipment or assign your rights

under a Lease to your affiliate or wholly-owned subsidiary if: (a) you and such sublessee or assignee execute and deliver to us a writing (to be provided by us) in which the sublessee or assignee agrees to assume joint and several liability with you for the full and prompt payment, observance and performance when due of all of your obligations under such Lease; and (b) we consent to such sublease or assignment, which consent shall not be unreasonably withheld. In no event, however, will any such sublease or assignment discharge or diminish any of your obligations to us under such Lease. We may, without notifying you, sell, assign, or transfer this Agreement or any Lease or our rights in any Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement and any applicable Lease, but not our obligations. The rights of the new owner will not be subject to any claim, defense or set off that you may have against us.

12. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or (b) any defects in the Equipment. You shall reimburse us for and, if we request, defend us against, any Claims.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent, warrant and covenant that: (a) you are duly organized, validly existing and in good standing under applicable law; (b) you have the power and authority to enter into this Agreement and all Leases and other related instruments or documents (collectively, "Fundamental Agreements"); (c) the Fundamental Agreements are legal, valid and binding obligations of you and are enforceable against you in accordance with their terms and do not violate or create a default under any other instrument or agreement which you are a party to; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on you; (e) you will obtain any necessary governmental approvals and comply in all material respects with all Federal, state and municipal laws and regulations the violation of which could have a material adverse effect upon the Equipment or your performance of your obligations to us; (f) each Fundamental Agreement will be effective against your creditors under applicable law, including fraudulent conveyance and bulk transfer laws, and will raise no presumption of fraud; (g) annually, within ninety (90) days of your fiscal year-end, you will furnish to us your financial statements prepared in accordance with generally accepted accounting principles that accurately present your financial position as of the dates given on such statements; (h) you will provide to us opinions of counsel, resolutions, and such other information and documents as we may reasonably request; (i) **ALL EQUIPMENT IS LEASED FOR BUSINESS PURPOSES ONLY, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES;** and (j) all Equipment is tangible personal property. You will be deemed to have reaffirmed the foregoing each time you execute a Fundamental Agreement. Your representations, warranties and covenants shall survive beyond the Term of any Lease. We warrant that we will not interfere with your quiet enjoyment of the Equipment so long as no Event of Default occurs and no event has occurred that with notice, the lapse of time or both would constitute an Event of Default.

14. TAX BENEFITS. We shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and

168(b) (1) of the Internal Revenue Code of 1986, as amended ("Code"), and accelerated depreciation deductions under applicable state law (collectively, "Tax Benefits"). You promise that neither you or any of your affiliates, nor any of your successors, sublessees or assigns will take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to us (or any consolidated group with which we file tax returns) of any part of the Tax Benefits. You also represent and warrant that neither you, any of your affiliates, nor any of your successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of the lease or the five preceding years.

15. MISCELLANEOUS. You agree that the terms and conditions contained in this Agreement and each Lease make up the entire agreement between you and us regarding the lease of the Equipment. No agreements or understandings shall be binding on you or us unless set forth in writing and signed by you and us. Any change in any of the terms and conditions of this Agreement or any Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement and/or any Lease hereunder. Time is of the essence under this Agreement and each Lease. Any waiver by us of any breach or default will not constitute a waiver by us of any additional or subsequent breach or default nor shall it be a waiver of any of our rights. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on the front of this Agreement (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Agreement. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of any Lease, shall survive and be enforceable by us and our successors and assigns. If any provision of this Agreement or any Lease is, for any reason, held unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction without affecting the enforceability of any other provisions of this Agreement or any Lease. Any provision which is unenforceable in one jurisdiction shall not affect the enforceability of such provision in other jurisdictions. **THIS AGREEMENT AND EACH LEASE HEREUNDER SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAW PROVISIONS) OF THE COMMONWEALTH OF PENNSYLVANIA.** You consent to and agree that personal jurisdiction over you and subject matter jurisdiction over the Equipment shall be with the courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania, solely at our option, with respect to any provision of this Agreement or any Lease hereunder. You waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. **You expressly waive any right to trial by jury.** The parties agree that the charges in this Agreement and/or any Lease shall not be a violation of usury or other law. Any such excess charges shall be applied in such order to conform this Agreement and/or any Lease to such applicable law(s). If you do not perform any of your obligations under this Agreement and/or any Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Agreement or any Lease, each of you agree that your liability is joint and several.

BY SIGNING THIS AGREEMENT AND EACH LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH LEASE, (ii) YOU AGREE THAT THIS AGREEMENT AND EACH LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT AND EACH LEASE, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWERS OF ATTORNEY SET FORTH IN THIS AGREEMENT, AND (iv) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE.

SHAPES L.L.C.

(Lessee)

Signature: X J. A. Cackowski
Print name: JAMES CACKOWSKI
Title: X Purchasing Manager
Date: X 7-26-02

DE LAGE LANDEN FINANCIAL SERVICES, INC.

(Lessor)

Signature: Bob Wenzel
Print name: Bob Wenzel
Title: Manager - Contract Admin.
Date: 10-9-02

MASTER LEASE AGREEMENT ADDENDUM

This Master Lease Agreement Addendum ("Addendum") is made part of and amends that certain Master Lease Agreement dated as of 7-26, 2002 ("Agreement") by and between De Lage Landen Financial Services, Inc. ("Lessor") and Shapes, LLC ("Lessee"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Section 12 – Delete this Section in its entirety

Section 10 – Add to the very end of this Section the following: "...AS
**ARTICLE 2A RELATES TO US AND AS IT PERTAINS TO YOU
AND/OR THE EQUIPMENT...**"

Section 13 – Delete subsection (g) in its entirety

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.

3. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

Dated: X 7-26-02

LESSEE: Shapes, LLC

By: X [Signature]
Print name: James Cackowski
Title: Purchasing Manager

Dated: 10-9-2

LESSOR: De Lage Landen Financial Services, Inc.

By: [Signature]
Print name: Bob Womack
Title: Manager-Contract Admin



24658640
**MASTER LEASE SCHEDULE
(\$1.00 Purchase Option)**

Schedule No. Eleven(11)	Purchase Order No.
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This Master Lease Schedule No. Eleven(11) ("Lease") is by and between SHAPES, LLC. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT-PA
	Address 9000 RIVER ROAD		Address 2501 DURHAM
	City DELAIR State NJ Zip 08110		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone 215-943-9100

EQUIPMENT INFORMATION	Quantity 1	Equipment Make HUBTEX	Model	Serial Number(s) JU4356	Description SIDE LOADER
	Equipment Location 9000 RIVER ROAD				
	City DELAIR		County CAMDEN	State NJ	Zip 08110

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 2,549.00	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE(1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions Finance Charge- \$ 24940.00		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewed Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$ _____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 200.00

LESSEE SIGNATURE	Signature 	Date 9-7-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES, LLC.	

LESSOR SIGNATURE	Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number	

0444DOC0240



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
1	NEW	HUBTEX		JU4358	SIDE LOADER

Equipment Location
9000 RIVER ROAD

City DELAIR County CAMDEN State NJ Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. Eleven(11) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES, I.C.
	Signature
	Print Name Joe Casperson
	Title Sr. Buyer
	Date 9-7-05

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MASTER LEASE SCHEDULE (\$1.00 Purchase Option)

Schedule No. 19	Purchase Order No.
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This Master Lease Schedule No. 19 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD		Address 2501 DURHAM RD.
	City DELAIR State NJ Zip 081103		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone (215) 943-9100

EQUIPMENT INFORMATION	Quantity	Equipment Make	Model	Serial Number(s)	Description
	3	DREXEL	-SLT30	9458661051	FORKLIFTS
				9645161549	
				899037081	
	Equipment Location SAME AS ABOVE				
	City	County CAMDEN		State	Zip

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$2,317.00	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lessee Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$_____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreed operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 50.00

LESSEE SIGNATURE	Signature 	Date 1-12-06
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES L.L.C.	
LESSOR SIGNATURE	Signature 	Date 3/8/06
	Print Name Lisa Zablocki	
	Title Contract Spec	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24690916	

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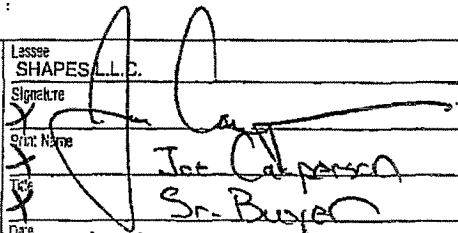


**CERTIFICATE OF DELIVERY AND ACCEPTANCE
(Master Lease)**

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	3	USED	DREXEL	SLT30	9458661051	FORKLIFTS
					9645161549	
					899037081	
Equipment Location SAME AS ABOVE						
City County State Zip CAMDEN						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 19 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES L.L.C.
	Signature	
	Print Name	Joe Calperson
	Title	Sr. Buyer
	Date	1-12-06

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24690875
MASTER LEASE SCHEDULE
(\$1.00 Purchase Option)

Schedule No. 21	Purchase Order No.
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This Master Lease Schedule No. 21 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD		Address 2501 DURHAM RD.
	City DELAIR State NJ Zip 081103		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone (215) 943-9100

Quantity	Equipment Make	Model	Serial Number(s)	Description
1	NEW HOLLAND	LW110	ZEFOLW11000495124	LOADER
Equipment Location SAME AS ABOVE				
City CAMDEN State NJ Zip 08105				

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 2,093.08	Initial Term in Months 36	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.		
	You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
Additional Provisions			

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$_____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 200.00

LESSEE SIGNATURE	Signature <i>[Signature]</i> Date 2-17-06
	Print Name Joe Casperson
	Title Sr. Buyer
	For SHAPES L.L.C.

LESSOR SIGNATURE	Signature <i>[Signature]</i> Date 3/8/06
	Print Name Lisa Szabolowski
	Title Contract Specialist
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.
Lease Number 24690875	



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	NEW HOLLAND	LW110	ZEFOLW11000495 124	LOADER
Equipment Location SAME AS ABOVE						
City _____ County <u>CAMDEN</u> State _____ Zip _____						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 21 _____ ("Lease") issued pursuant to Master Lease Agreement Number 215 _____ ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee <u>SHAPES LLC.</u>
	Signature
	Print Name <u>Joe Casperson</u>
	Title <u>Sr. Buyer</u>
	Date <u>2-17-06</u>

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24690908
MASTER LEASE SCHEDULE
(\$1.00 Purchase Option)

Schedule No. 22 Purchase Order No.

This Master Lease Schedule No. 22 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.			
	Address 9000 RIVER RD			
	City DELAIR	State NJ	Zip 081103	
	Phone 856-662-5500			
SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA			
	Address 2501 DURHAM RD.			
	City BRISTOL	State PA	Zip 19007	
	Phone (215) 943-9100			

EQUIPMENT INFORMATION	Quantity	Equipment Make	Model	Serial Number(s)	Description
	1	DREXEL	SLT30	934288604	FORKLIFT
	1	DREXEL	SLT30	9573961363	FORKLIFT
	Equipment Location SAME AS ABOVE				
	City CAMDEN		State	Zip	

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 1544.66	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than 25%) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$_____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
Documentation Fees 50.00	

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 3-1-06
	Print Name Joe Casperson	
	Title Sr Buyer	
	For SHAPES L.L.C.	
LESSOR SIGNATURE	Signature <i>[Signature]</i>	Date 3/8/06
	Print Name LISA STADON	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
Lease Number 24690908		

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CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT DESCRIPTION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	DREXEL	SLT30	934288804	FORKLIFT
	1	USED	DREXEL	SLT30	9573961363	FORKLIFT
Equipment Location SAME AS ABOVE						
City State Zip						
CAMDEN						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 22 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESEE SIGNATURE	Lessor	SHAPES L.L.C.
	Signature	
	Print Name	Joe Castanosa
	Title	Sr. Buyer
	Date	3-1-06

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24695203



MASTER LEASE SCHEDULE (\$1.00 Purchase Option)

Schedule No. 23	Purchase Order No.
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This Master Lease Schedule No. 23 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD		Address 2501 DURHAM RD.
	City DELAIR		City BRISTOL
	State NJ		State PA
	Zip 081103		Zip 19007
	Phone 856-662-5500		Phone (215) 943-9100

EQUIPMENT INFORMATION	Quantity	Equipment Make	Model	Serial Number(s)	Description
	2	DREXEL	SLT30	9648741625	9598341404 FORKLIFTS
	1	DREXEL	SLT30	935962693	FORKLIFT
	*1	DREXEL	SLT30	943875887	FORKLIFT
	Equipment Location SAME AS ABOVE				
	City	County CAMDEN		State	Zip

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 3089.33	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.		
	You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to one and of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$ _____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 50.00

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 3/28/06
	Print Name Joe Casterson	
	Title Sr. Buyer	
	For SHAPES L.L.C.	
LESSOR SIGNATURE	Signature <i>[Signature]</i>	Date 3/27/06
	Print Name Lisa Zablow	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24695203	

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CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	2	USED	DREXEL	SLT30	9648741625	9598341404 FORKLIFTS
	1	USED	DREXEL	SLT30	935962693	FORKLIFT
	1	USED	DREXEL	SLT30	943875887	FORKLIFT
Equipment Location SAME AS ABOVE						
City _____ County <u>CAMDEN</u> State _____ Zip _____						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 23 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES L.L.C.
	Signature
	Print Name Joe Casperson
	Title Sr. Buyer
	Date 2-28-06

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Jun-20-06 .07:49am From-MODERN HANDLING EQUIP

215-943-4978

T-351 P.02/02 F-519

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EQUIPMENT/COLLATERAL SUBSTITUTION ADDENDUM

#24-695203

This ADDENDUM ("Addendum") is made a part of and amends that certain Master Lease Schedule #23 AGREEMENT dated as of 2/28/06 ("Agreement") by and between DE LAGE LANDEN FINANCIAL SERVICES, INC. ("DLL") and Shapes LLC ("Customer"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Customer acknowledges receipt of the Substitution Collateral (described below) in substitution for the Original Collateral (described below) which was originally delivered to and/or provided as security for DLL pursuant to the Agreement. The Substitution Collateral was received by Customer on May 1, 2006 from Modern Handling Equipment Company, whose address is 2501 Durham Road, Bristol, PA 19007.

Original Collateral

Description: Forklift
Make: Drexel
Model: SLT30
Serial: 9648741625
Number:
Attachments:
Quantity: 1

Substitution Collateral

Description: Forklift
Make: Drexel
Model: SLT30
Serial: 917783206
Number:
Attachments:
Quantity: 1

2. Customer acknowledges and agrees that all of the terms and provisions of the Agreement, under which the undersigned is obligated to DLL, shall apply to the Substitution Collateral being substituted and that such Agreement shall continue in full force and effect as if such Substitution Collateral was originally delivered to Customer and/or provided as security for DLL.

3. The undersigned has accepted the Substitution Collateral described above in accordance with the Agreement and that the Substitution Collateral has been delivered, inspected, installed and in good working condition.

4. ALL other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

Dated: 6-1-06

Shapes LLC

By: 

Print name: Joe Carpenter

Title: Sr. Buyer

Dated: 6-20-06

DE LAGE LANDEN FINANCIAL SERVICES, INC.

By: 

Print name: Michael Lindy

Title: SSA